



Consultant: Karen Sunnarborg Consulting
Project: Amherst
Amount: \$49,500 [including \$4,950 town match]
Completion Date: July 31, 2019

CONTRACT FOR SERVICES

This Contract for Services ("Contract") is made as of this 17th day of July, 2018 by and between the Massachusetts Housing Finance Agency, a body politic and corporate having its principal place of business at One Beacon Street, Boston, Massachusetts 02108 ("MassHousing") and Karen Sunnarborg, doing business as Karen Sunnarborg Consulting, with a principal place of business at 3 Parkside Drive, Jamaica Plain, Massachusetts 02130 ("Contractor").

WHEREAS, in February 2018, MassHousing issued a Request for Qualifications relating to Planning for Housing Production (the "RFQ") seeking statements of qualifications from qualified consultants or firms to (1) provide consulting services for planning and community development projects, and (2) provide design services for projects requiring public infrastructure improvements to facilitate new housing production. The Town of Amherst responded to the RFQ seeking assistance in identifying publicly owned parcels suitable for new affordable housing development, and reducing the regulatory barriers to mixed-income housing by creating a 40R smart growth overlay district, all as more particularly described in Attachment A hereto. MassHousing selected the Town of Amherst through a competitive process, and seeks to hire the Contractor to provide the services to Amherst, all as more fully set forth in this Contract;

WHEREAS, the Town of Amherst shall contribute funds in the amount of \$4,950 towards completion of the Scope of Work, as identified below;

WHEREAS, in connection therewith, MassHousing desires to engage Contractor to render certain services, and Contractor desires to provide such services,

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. EMPLOYMENT OF CONTRACTOR. MassHousing agrees to engage Contractor and Contractor agrees to perform the services described in this Contract.
2. AREA AND SCOPE COVERED. Contractor shall do, perform, and carry out, in a satisfactory and proper manner, various assignments relating to the matters identified in the Scope of Work described in Attachment A to this Contract and relating to such additional matters on which Contractor and MassHousing may agree. Contractor shall receive assignments primarily from the Manager of Planning and Programs. Contractor shall furnish all equipment necessary to perform the services specified in this Contract. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of MassHousing.

3. PERSONNEL AND STATUS OF CONTRACTOR.

- a. Contractor represents that it is an independent contractor and has, or will secure at its own expense, all personnel required in performing the services under this Contract. The use of subcontractors by Contractor requires the approval of MassHousing.
- b. Contractor shall complete the services required under this Contract according to its own lawful means and methods of work, which shall be in the exclusive charge and control of Contractor. Contractor shall be entirely and solely responsible for its acts and the acts of any individuals it employs or vendors with which it subcontracts while engaged in the performance of services under this Contract. The parties further hereby acknowledge that Contractor's employees and subcontractors (if permitted by MassHousing) shall not be deemed to be employees of MassHousing by virtue of this Contract or actions of such employees and subcontractors in furtherance of it.
- c. Contractor shall have no right to bind MassHousing, transact any business in MassHousing's name or on MassHousing's behalf, or make any promises or representations on behalf of MassHousing, unless MassHousing authorizes Contractor to do so explicitly in connection with a particular matter. Neither Contractor nor its employees or subcontractors are to be considered agents or employees of MassHousing for federal tax or other purposes, and neither Contractor nor its employees or subcontractors are entitled to any of the benefits that MassHousing provides for its employees.
- d. All of the services required will be performed by Contractor or under its supervision, and all personnel engaged in the work shall be authorized under state and local law to perform such services.
- e. It is understood that MassHousing does not agree to use Contractor exclusively. It is further understood that Contractor is free to contract for similar services with other companies while it is under contract with the MassHousing, subject to the restrictions imposed by the Conflict of Interest Law, G. L.c. 268A, §1 *et seq.*, if any. (See paragraph 11 of this Contract.)

4. TIME OF PERFORMANCE; TERM OF CONTRACT. The services of Contractor are to commence as soon as practicable after the execution of this Contract. All projects assigned shall be undertaken and completed in such sequence as specified by MassHousing and in such manner to ensure their efficient completion. This Contract shall terminate on **July 31, 2019** unless extended by written agreement of the parties.

5. COMPENSATION.

- a. Contractor will be compensated for its services in accordance with the Compensation Schedule attached to this Contract as Attachment B, and Contractor agrees to perform all of the services under this Contract for an amount not to exceed \$49,500. If, in the course of performing the

work, Contractor determines that charges for the services required under this Contract will exceed such cost limitation, it shall promptly notify MassHousing's designee. Contractor shall perform no work in excess of the cost limitation set forth in this Contract absent written authorization from MassHousing to proceed with such work.

- b. Compensation shall be payable upon the submission of a payment voucher describing the services rendered and, if applicable, certifying to the hours worked, subject to the approval of MassHousing. Amounts paid pursuant to such vouchers shall constitute full and complete compensation and reimbursement for Contractor's services under this Contract, and amounts paid pursuant to such vouchers shall be disbursed by wire transfer to the Contractor in accordance with the Wiring Instructions for Contractor set forth in Attachment C to this Contract.
- c. In addition to any other right and remedy, MassHousing may deduct from any amount due or to become due to Contractor any amount necessary to ensure completion of a specific project or any amount necessary to protect the MassHousing, in MassHousing's reasonable opinion, from loss caused by Contractor's breach of this Contract.
- d. Contractor agrees that the Town of Amherst is responsible for paying \$4,950 of the \$49,500 payable under this Contract.

6. NON-DISCRIMINATION. There shall be no discrimination against an employee who is employed in the work covered by this Contract, or against any applicants for such employment, because of race, color, religious creed, national origin, sex, sexual orientation, or ancestry. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall insert a similar provision in all subcontracts for services covered by this Contract.

7. INFORMATION SECURITY PROGRAM

- a. Federal and state laws require that MassHousing maintain an information security program to protect certain personal information related to individuals who are customers, business partners, vendors, or employees of MassHousing. This information includes the following: (1) Personal Information protected by Massachusetts General Law 93H and Code of Massachusetts Regulations 201 CMR 17; (2) nonpublic personal information protected by the Safeguards Rule of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et. seq.) and implementing regulations (16 C.F.R. Part 314); (3) consumer reports protected under the federal Fair Credit Reporting Act, as amended by the 2004 FACT Act (15 U.S.C. § 1681 et. seq.); and any other information pertaining to individuals subject to data security, data security breach notification, and identity theft prevention laws.
- b. If MassHousing grants Contractor access to its networks or otherwise

allows Contractor to view personal information related to individuals who are customers, business partners, vendors, or employees of MassHousing, Contractor shall comply with all federal and state laws protecting such information while working at MassHousing's facility, while using MassHousing's protected information, and while connected to MassHousing's network. Contractor acknowledges that it is MassHousing's policy to employ the services of outside investigative agencies to conduct background checks on individuals with access to its networks and agrees to submit to such background checks of its impacted employees at MassHousing's request. MassHousing maintains the strict confidentiality of all reports and records related to such investigations.

- c. Contractor shall comply with MassHousing's information security program by (1) implementing and maintaining measures designed to meet the information security objectives of federal and state laws; (2) using and disclosing customer information solely for the purposes of performing this Contract; and (3) providing MassHousing with copies of the results of any internal and external audits or tests of the effectiveness of its information security measures upon MassHousing's request.

8. FINDINGS CONFIDENTIAL.

- a. Contractor shall consider as confidential (1) any proprietary information of MassHousing, whether in tangible or intangible form, whether disclosed or obtained by Contractor orally, in writing, or in graphic or machine-readable form, and whether or not it is designated as confidential; and (2) any nonpublic personal information, consumer reports, or other information pertaining to individuals, protected by MassHousing's information security program or federal or state law.
- b. Any confidential information prepared or assembled by Contractor under this Contract is to be held in strict confidence and shall not be made available to any third party by Contractor or any of its employees without prior express written consent of MassHousing.
- c. Contractor shall use MassHousing's confidential information solely for the purpose of performing this Contract, unless MassHousing provides express written consent authorizing use of such information for other purposes, and shall use such information only during the term for which Contractor is to perform this Contract.
- d. Confidential information shall continue to remain the sole property of MassHousing even after completion of this Contract and shall be held in the strictest confidence by Contractor. Confidential Information furnished in tangible form shall not be duplicated by Contractor except for purposes of this Contract. Contractor agrees to return to MassHousing any confidential information in tangible form (including copies thereof) within 10 days of request by MassHousing or within 10 days of termination of this Contract by Contractor, whichever is

sooner, or to certify that such confidential information has been destroyed.

- e. No reports, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of Contractor.
- f. All records, reports, worksheets, work products and other materials that may be result from this Contract shall be the exclusive property of MassHousing unless otherwise agreed to by MassHousing.
- g. All confidential information of the Contractor shall be kept confidential by MassHousing and shall not, without the Contractor's prior written consent, be disclosed by MassHousing or its representatives, in any manner whatsoever, in whole or in part, except to the extent that MassHousing becomes legally compelled to disclose any of the confidential information. Contractor's confidential information shall include (1) any proprietary information of the Contractor, whether in tangible or intangible form, whether disclosed or obtained by MassHousing orally, in writing, or in graphic or machine-readable form, and whether or not it is designated as confidential; and (2) any nonpublic personal information, consumer reports, or other information pertaining to individuals, protected by federal or state law.

9. TERMINATION OF CONTRACT. If, through any cause, Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if Contractor shall violate any of the covenants, agreements, or stipulations of the Contract, MassHousing shall thereupon have the right to terminate this Contract by giving written notice to Contractor of such termination and specifying the effective date thereof, which shall be at least five (5) days before the effective date of such termination. MassHousing may also terminate this Contract without cause by giving notice to the Contractor of such termination at least thirty (30) days before the effective date of such termination. In the event of termination for cause or without cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models photographs, and reports prepared by Contractor shall, at the option of MassHousing, become its property, and Contractor shall deliver all such work product in its possession promptly to MassHousing. In the event of termination for cause or without cause, Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed up to date of the notice of termination. Notwithstanding the above, Contractor shall not be relieved of any liability to MassHousing for damages sustained by MassHousing by virtue of any breach of this Contract by Contractor.

10. CHANGES. MassHousing may, from time to time, require changes in the scope of services of Contractor to be performed under this Contract. Such changes, including any increase or decrease in the amount of Contractor's services and compensation, shall be incorporated in written amendments to this Contract and Contractor's compensation shall be modified as mutually agreed upon by Contractor and

MassHousing.

11. INTEREST OF MEMBERS OF MASSHOUSING AND OTHERS. No officer, member or employee of MassHousing and no member of its governing body and no other public official of the governing body of the locality or localities in which this Contract is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract, shall (a) participate in any decision relating to this Contract which affects its personal interest or the interest of any corporation, partnership, or association in which it is directly or indirectly interested; or (b) have any interest, direct or indirect in this Contract or the proceeds thereof.
12. INTEREST OF CONTRACTOR. Contractor may be considered a state employee or special state employee under the terms of the Conflict of Interest Statute, Chapter 268A, § 1 *et seq.*, and will take all necessary action, in connection with the provision of services hereunder, to avoid any conflict of interest as defined by such statute and applicable rules governing Contractor's professional responsibilities. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.
13. ASSIGNABILITY. Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same whether by assignment or novation, without the prior written consent of MassHousing.
14. INDEMNITY. Contractor shall be entirely and solely responsible for its actions and the actions of its employees and subcontractors while providing services under this Contract. Contractor agrees to indemnify and hold harmless MassHousing against all claims, demands, suits, awards, and judgments, made or recovered by any persons or agencies due to the negligent actions of Contractor or its employees or subcontractors during the rendering of services under this Contract, including any actions that may constitute a violation of federal or state law governing the use of protected information or a failure to comply with the MassHousing's information security program. Notwithstanding the above, Contractor shall not be responsible for damages caused by the negligent actions of MassHousing, its employees or subcontractors.
15. INSURANCE. Contractor agrees to maintain professional liability insurance coverage for negligent acts, errors and omissions in an amount, as reasonably determined by MassHousing, sufficient to support Contractor's obligations to indemnify MassHousing as set forth in Section 15 above. In addition, Contractor shall maintain such insurance as will fully protect Contractor and MassHousing from any and all claims under any workers' compensation act or employers' liability law, and from any and all other claims of whatsoever kind or nature for the damage to property or any personal property or personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Contract, either by Contractor

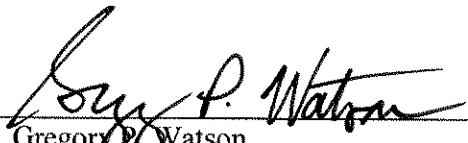
and its employees, by any subcontractor, or by anyone directly or indirectly engaged or employed by either of them. Contractor further agrees to maintain such automobile liability insurance as will fully protect Contractor and MassHousing for bodily injury and property damage claims arising out of the ownership, maintenance, or use of owned, hired, or non-owned vehicles used by Contractor or its employees or subcontractors while providing services under this Contract.

16. ENTIRE CONTRACT. This Contract constitutes the entire Contract between the parties relating to the subject matter hereof, and all prior negotiations, representations, contracts, and understandings are superseded hereby. In the event of any conflict between the provisions of this Contract and any attachments, addenda, amendments or exhibits hereto, the provisions of this Contract shall prevail.
17. AMENDMENTS. No contracts amending, altering, supplementing, or waiving any of the provisions of this Contract shall be binding upon either party unless made in writing and signed by authorized representatives of both parties.
18. NO WAIVER. Failure of either party to enforce a right under this Contract shall not act as a waiver of that right or the ability to later assert that right relative to the particular situation involved.
19. GOVERNING LAW. This Contract shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.
20. COUNTERPARTS AND EXECUTION. This Contract may be executed in one or more counterparts, each of which will be deemed to be an original copy, and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Contract and its signature pages by email transmission shall constitute effective execution and delivery of this Contract. Signatures of the parties hereto transmitted by email shall be deemed to be their original signatures for all purposes.

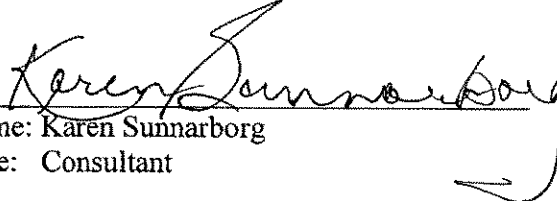
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IN WITNESS WHEREOF, the parties have entered into this Contract under seal as of the date set forth above.

MASSACHUSETTS HOUSING
FINANCE AGENCY

By: 
Name: Gregory P. Watson
Title: Manager of Planning & Programs

KAREN SUNNARBORG CONSULTING

By: 
Name: Karen Sunnarborg
Title: Consultant

Contractor's Tel. No. (617) 983 9883
Contractor's Tax ID No. 27-3360972

Attachment A
Scope of Work

Task 1: Identify Sites for Development

Subtask 1-1: Attend Initial Meetings

The Consultants will attend initial meetings with Amherst representatives including a meeting with key staff such as the Senior Planner, Nathaniel Malloy, and potentially the Town Planner and Town Manager to discuss the project, including this Scope of Work. We will also work with Mr. Malloy to arrange a meeting with the Amherst Affordable Housing Trust that would ideally include representatives of other appropriate boards or committees, such as the Planning Board and newly formed Real Property Advisory Group, to once again review the Scope of Work and discuss the fundamentals of an outreach strategy including a list of those to interview as part of the site identification process.

It would also be useful to have an opportunity to tour various potential locations with Mr. Malloy prior to or following the meetings to view and discuss challenges and opportunities on-site. It would also be helpful to have preliminary information on already identified potential sites before the meeting – surveys if available, or addresses for google earth review.

It should also be noted that the Consultants will attend regular meetings with key Town staff, the Amherst Affordable Housing Trust, and other local leaders as deemed appropriate during the course of this project.

Timeframe for Completion: Within 1 month of contract execution

Division of Responsibilities: Karen Sunnarborg Consulting (KSC) and Abacus Architects + Planners (AA+P)

Fee: \$2,000.00 (\$1,000.00 for Karen Sunnarborg Consulting/KSC and \$1,000.00 for Abacus Architects + Planners/AA+P)

Subtask 1-2: Prepare and Conduct an Outreach Strategy

Based on input from the initial meetings, the Consultants will prepare a detailed Outreach Strategy that will include the following major components:

- *Interview List*

Informed by the initial meetings as well as discussions during project work, the Consultants will compile a list of individuals with contact information for representatives from various entities to interview about potential sites and development partnerships. This would include key representatives of local boards and committees, the Valley CDC, educational institutions, real estate agencies, other non-profit and for profit developers, and those additional individuals recommended as part of the process.

- *Identification of Interviewers*

It will also be important to identify who will take the lead in conducting each interview including which Consultant or Consultants together and which, if any, Town

representative should also attend. The Consultants are sensitive to the political nature of many of these meetings and want to insure that the Town is involved as it deems feasible and appropriate. It will also be determined which individuals should be interviewed in person versus those who can be contacted by phone.

- *Interview Schedule*

The Outreach Strategy will include a schedule of meetings, identifying the lead interviewer, person to be interviewed, including title and organization, as well as the date, time, and location.

- *Interview Summaries*

The Lead Interviewer will be responsible for summarizing the results of the interview and identifying next steps as appropriate.

- *Pubic Process*

The Outreach Strategy will also include a summary of the public process that will be conducted to obtain local input on the Site Selection Criteria and potential development sites that is recommended to occur under Subtask 1-6.

This Outreach Strategy will be updated regularly and shared with the Town as progress is made in the interview process, adding new contacts, updating schedules, and incorporating interview summaries.

Timeframe for Completion: The initial Outreach Strategy will be completed within 6 weeks of contract execution with most of the interviews completed within 4 months of contract execution.

Division of Responsibilities: KSC will prepare the Outreach Strategy with AA+P support and Town input. Both KSC and AA+P will divide responsibility of various interviews as appropriate.

Fee: \$6,000.00 (\$4,500.00 for KSC and \$1,500.00 for AA+P)

Subtask 1-3: Prepare a Site Analysis Strategy

The Consultants will draft a strategy to assist in its process of identifying and analyzing sites for potential development. This Site Analysis Strategy will include the following major components:

- *Identification of Site Selection Criteria*

This work involves developing a prioritized list of site selection/project review criteria for consideration that will guide a preliminary ranking of the identified potential development opportunities under Subtask 1-4. This will include a graphics component.

- *Identification of Local Resources*

The Consultants will work with the Town on identifying local resources to support site identification and analysis including but not limited to GIS mapping, Assessor's property records, planning files, and other records that could be helpful in undertaking this work.

Timeframe for Completion: Within 2 months of contract execution.

Division of Responsibilities: KSC will draft the Site Analysis Strategy with AA+P support and Town input.

Fee: \$4,500.00 (\$1,500.00 for KSC and \$3,000.00 for AA+P)

Subtask 1-4: Identify Appropriate Development Sites

The Consultants will conduct research and analysis on previously identified sites, including the three Town-owned properties that were preliminarily identified by the Housing Trust as well as other potential private development sites. Discussions during the initial meetings under Subtask 1-1 and work that was undertaken as part of preparing the Housing Production Plan will be helpful in initiating this work but more critically will be research on additional private development opportunities. Major components of this Subtask include:

- *Property Lists*
The Consultants will prepare an inventory of potential properties and remove or expand this list as progress is made in the interview process and site analysis work.
- *Site Visits*
Site visits to these properties as well as general locations where somewhat denser housing might be more appropriate (including potential Chapter 40R locations) will be conducted, followed up by research on particular properties. A summary description accompanied by photos will be provided for each identified property or general location.
- *Site Summaries and Evaluations*
Using the Site Selection Criteria identified in Subtask 1-3, the Consultants will evaluate identified properties offering the opportunities and challenges of each site as well as a preliminary ranking. These Summaries will include a zoning analysis, maps and photos as well as other descriptive information to provide the context for discussing the sites further with the Town and ranking sites.

Timeframe for Completion: Within 7 months of contract execution.

Division of Responsibilities: AA+P will take the lead on this Subtask with support from KSC on the research and the Site Summaries.

Fee: \$9,000.00 (\$2,000.00 for KSC and \$7,000.00 for AA+P)

Subtask 1-5: Prepare Schematic Designs and Model Case Studies

The Consultants will undertake further follow-up work for those sites that rank the highest under Subtask 1-4 and are judged by the Town to have the greatest promise. This work will include the following major components:

- *Schematic Designs*

AAP will develop conceptual site planning, 3D modeling and massing drawings to clarify proposed site coverage, approximate unit count, non-residential components, and the impact of the massing on the surrounding context for the top three ranking sites.

- *Case Studies*

KSC will develop case studies of effective development models that have been used in Amherst and other relatively comparable communities that might be applicable to the development of particular sites. These case studies will include information on the historic context, project description (location, developer, type of project, number of units, etc.), and financing with accompanying photos and other visuals.

Timeframe for Completion: Within 10 months of contract execution.

Division of Responsibilities: AA+P will prepare the schematic designs and KSC will develop the case studies.

Fee: \$9,000.00 (\$1,500.00 for KSC and \$7,500.00 for AA+P)

Subtask 1-6: Conduct a Public Forum

The Consultants will help the Town facilitate a public forum to present the findings of the project to date and obtain community feedback on specific site selection criteria and identified properties. This will include a PowerPoint presentation which highlights the key recommendations.

Timeframe for Completion: Within 11 months of contract execution

Division of Responsibilities: Both KSC and AA+P will be involved in this Subtask.

Fee: \$2,000.00 (\$1,000.00 for KSC and \$1,000.00 for AA+P)

Subtask 1-7: Provide Technical Support for the Town as Needed

The Consultants will provide further technical support for the Town as it moves forward in deliberations with various property owners as needed. This support might involve further discussions regarding design, density and financing issues for example.

Task 2: Identify and Create a Chapter 40R Smart Growth Overlay District

Subtask 2-1: Attend Initial Meetings

See Subtask 1-1 which will also address the Scope of Work for this Subtask.

Subtask 2-2: Identify the District Location

As part of the work included under Subtask 1-4, the Consultants will work with Town staff, the Amherst Affordable Housing Trust, and the Planning Board to identify areas of the community that are most appropriate for a Chapter 40R Smart Growth Overlay District, offering pro's and con's for each potential area. Included under this Subtask are a zoning analysis as well as mapping, potential 3D modeling and photography that pertain to potential locations for discussion through the meetings identified below. This Subtask will also involve

recommendations regarding district boundary options with an accompanying analysis of projected number of units.

Timeframe for Completion: Within 8 months of contract execution

Division of Responsibilities: AA+P will take the lead on this Subtask with KSC providing support on the analysis of locational options, zoning analysis, and projected number of units.

Fee: \$4,500.00 (\$1,500.00 for KSC and \$3,000.00 for AA+P)

Subtask 2-3: Prepare the Draft Bylaw

KSC and AA+P will draft the bylaw based on discussions under Subtask 1 and other model bylaws from comparable communities, also in conformance with relevant local zoning provisions. AA+P will focus on design guidelines with KSC drafting the other sections.

Timeframe for Completion: Within 10 months of contract execution

Division of Responsibilities: KSC will draft the bylaw with AA+P providing important design guidelines for inclusion in the zoning.

Fee: \$10,500.00 (\$6,500.00 for KSC and \$4,000.00 for AA+P)

Subtask 2-4: Conduct a Public Forum

The Consultants will conduct a public forum to present the draft bylaw and obtain community feedback. The key components of the bylaw will be presented through a PowerPoint presentation. The discussion following this presentation will be helpful in determining important changes to the draft bylaw prior to submitting it to DHCD for approval in consultation with staff, the Amherst Affordable Housing Trust and the Planning Board.

Timeframe for Completion: Within 11 months of contract execution

Division of Responsibilities: Both KSC and AA+P will be involved in this Subtask.

Fee: \$2,000.00 (\$1,000.00 for KSC and \$1,000.00 for AA+P)

Task 1 Subtotal Fee: \$32,500.00 (\$11,500.00 for KSC and \$21,000.00 for AA+P)

Task 2 Subtotal Fee: \$17,000.00 (\$9,000.00 for KSC and \$8,000.00 for AA+P)

Total Fee: \$49,500.00 (Includes 10% local match; \$4,950)

Attachment B
Compensation

See compensation amounts set forth in Attachment A.

Attachment C
Wiring Instructions

Bank Name:	Bank of America
Account Number:	004642100908
Bank Routing Number:	011000138